



MASSACHUSETTS RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is entered into on the ____ day of _____, 20____, by and between:

Landlord: _____

Address: _____

Phone: _____ Email: _____

and

Tenant(s): _____

Current Address: _____

Phone: _____ Email: _____

The Landlord and Tenant(s) agree as follows:

1. PROPERTY

The Landlord leases to the Tenant the following residential property located at:

Address: _____

Unit: _____

City/Town: _____

State: Massachusetts

ZIP Code: _____

The premises shall be used solely as a private residence.



2. TERM OF LEASE

☐ Fixed-Term Lease

Beginning: _____

Ending: _____

The lease automatically terminates on the ending date unless renewed in writing.

OR

☐ Month-to-Month Tenancy

Beginning: _____

This tenancy shall continue until terminated by either party in accordance with Massachusetts law.

3. RENT

Monthly Rent: \$_____

Due Date: _____ day of each month.

Rent shall be paid by:

☐ Check

☐ Money Order

☐ Electronic Payment

☐ Cash

☐ Other: _____

Payments shall be made to:

Late fees may only be charged if rent remains unpaid for more than **30 days**, as permitted by Massachusetts law.



4. SECURITY DEPOSIT

Security Deposit Amount: \$_____

The security deposit shall not exceed one month's rent.

The Landlord agrees to comply with all Massachusetts security deposit laws, including:

- Depositing the funds in a Massachusetts bank account.
 - Providing the required receipt.
 - Paying any required interest.
 - Returning the deposit within 30 days after the tenancy ends, less lawful deductions.
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5. LAST MONTH'S RENT

☐ Not Required

☐ Required

Amount: \$_____

If collected, the Landlord shall comply with Massachusetts laws regarding interest payments.

6. OCCUPANTS

Only the following individuals may occupy the premises:_____

No additional occupants may reside on the premises without the Landlord's written consent.



7. USE OF PREMISES

The Tenant agrees to:

- Use the premises only for residential purposes.
 - Maintain the premises in a clean and sanitary condition.
 - Comply with all federal, state, and local laws.
 - Avoid disturbing neighbors.
 - Properly dispose of trash and recyclables.
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8. UTILITIES

The Tenant shall be responsible for:

☐ Electricity

☐ Gas

☐ Heat

☐ Water

☐ Sewer

☐ Internet

☐ Cable

☐ Trash

☐ Snow Removal

☐ Lawn Care

Other:

The Landlord shall be responsible for:



9. PARKING

Parking Included:

☐ Yes

☐ No

Number of Spaces: _____

Location: _____

10. PETS

☐ No Pets Allowed

☐ Pets Allowed

Approved Pets:

Additional Deposit (if applicable): \$ _____

Tenant remains responsible for any damages caused by pets.

11. SMOKING

☐ Smoking Prohibited

☐ Smoking Permitted

Restrictions: _____



12. MAINTENANCE

The Tenant agrees to:

- Keep the premises clean.
- Promptly notify the Landlord of maintenance issues.
- Be responsible for damage caused by negligence.

The Landlord agrees to maintain the premises in compliance with the Massachusetts State Sanitary Code.

13. ALTERATIONS

The Tenant shall not make alterations, install fixtures, paint, or remodel the premises without the Landlord's prior written consent.

14. ENTRY BY LANDLORD

The Landlord may enter the premises upon reasonable notice except in emergencies, or as otherwise permitted under Massachusetts law.

15. ASSIGNMENT AND SUBLETTING

The Tenant may not assign this lease or sublet the premises without the Landlord's written consent.

16. DEFAULT

Failure to pay rent or comply with this Agreement may constitute a default and may result in termination of the tenancy in accordance with Massachusetts law.



17. ABANDONMENT

If the Tenant abandons the premises, the Landlord may exercise all rights permitted under Massachusetts law.

18. INSURANCE

The Landlord's insurance does not cover the Tenant's personal property.

Tenant is encouraged to obtain renter's insurance.

19. LEAD PAINT DISCLOSURE

If the property was built before 1978, the Landlord shall provide the federally required Lead-Based Paint Disclosure.

20. SMOKE AND CARBON MONOXIDE DETECTORS

The premises shall comply with Massachusetts smoke detector and carbon monoxide detector requirements.

21. CONDITION OF PREMISES

The Tenant acknowledges receiving the premises in good condition except as noted below:



22. NOTICES

All notices under this Agreement shall be delivered personally, by certified mail, or by another method permitted by law.

Landlord Notice

Address: _____

Tenant Notice

Address: _____

23. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

24. SEVERABILITY

If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

25. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties. Any amendments must be in writing and signed by both parties.

26. ADDITIONAL TERMS



LANDLORD SIGNATURE

Printed Name: _____

Signature: _____

Date: _____

TENANT SIGNATURE

Printed Name: _____

Signature: _____

Date: _____

ADDITIONAL TENANT

Printed Name: _____

Signature: _____

Date: _____

EMERGENCY CONTACT

Name: _____

Relationship: _____

Phone: _____



MOVE-IN CHECKLIST

Date: _____

Living Room

- ☐ Walls
- ☐ Ceiling
- ☐ Floor
- ☐ Windows
- ☐ Doors
- ☐ Lights

Notes:

Kitchen

- ☐ Cabinets
- ☐ Appliances
- ☐ Sink
- ☐ Countertops
- ☐ Floor

Notes:

Bathroom

- ☐ Toilet
- ☐ Sink
- ☐ Shower/Tub
- ☐ Vent
- ☐ Floor

Notes:



Bedrooms

☐ Walls

☐ Floors

☐ Windows

☐ Closets

Notes: _____

KEYS PROVIDED

☐ Front Door

☐ Back Door

☐ Mailbox

☐ Garage

☐ Building Entrance

Total Keys/Fobs Issued: _____

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have read, understood, and agree to all terms of this Residential Lease Agreement.

Landlord Initials: _____

Tenant Initials: _____

Additional Tenant Initials: _____

